

## **1. CONTINUATION OF SF 1449**

### **1.1 Continuation of Block 16 – ADMINISTERED BY**

#### **1.1.1 CONTRACTING OFFICER**

The Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; issue task orders against the contract; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to the CO Contracting Officer's Technical Representatives (COTR).

(End of Text)

#### **1.1.2 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The Contracting Officer hereby designates as the Contracting Officer's Technical Representative (COTR):

[TO BE DESIGNATED UPON AWARD]

The COTR shall be responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract shall be modified accordingly.

On all matters that pertain to the contract terms, the contractor shall communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COTR requests effort outside the scope of the contract, the contractor shall so advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim.

(End of Text)

### **1.2 Continuation of Block 18b - INVOICES**

a) Invoices shall be submitted at the completion of each task. The invoice must be broken out by line item and it must state the number of students that received lodging.

b) Invoices shall be submitted to the following address:

USDA, FSIS, ASD, Contracting  
Maildrop 5230  
5601 Sunnyside Avenue  
Beltsville, MD 20705-5230

c) Invoices must reference both the contract number and the task order number.

[End of Text]

### 1.3 Continuation of blocks 19 through 24

#### PRICING SCHEDULE

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract with firm fixed price task orders placed against the contract. The price in this contract is broken down into two components. The training portion will be a firm fixed price per class. The lodging portion will be a firm fixed price based on the actual number of students attending the class and the unit price contained herein. The lodging amount cannot exceed the amount authorized under the Federal Travel Regulations.

The base period and option periods along with the applicable fixed unit prices appear below.

##### A. One Year Base Period

CLIN	DESCRIPTION	UNIT	UNIT PRICE
001	Training	Per Class	\$
002	Lodging	Per Person/Per Day	\$

##### B. First Option Year

CLIN	DESCRIPTION	UNIT	UNIT PRICE
101	Training	Per Class	\$
102	Lodging	Per Person/Per Day	\$

##### C. Second Option Year

CLIN	DESCRIPTION	UNIT	UNIT PRICE
201	Training	Per Class	\$
202	Lodging	Per Person/Per Day	\$

##### D. Third Option Year

CLIN	DESCRIPTION	UNIT	UNIT PRICE
301	Training	Per Class	\$
302	Lodging	Per Person/Per Day	\$

##### E. Fourth Option Year

CLIN	DESCRIPTION	UNIT	UNIT PRICE
401	Training	Per Class	\$
402	Lodging	Per Person/Per Day	\$

[End of Text]

## 2. CONTRACT CLAUSES

### 2.1 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (DEC 2001)

This clause is incorporated by reference. Full text may be accessed electronically at <http://www.arnet.gov/far/>

## **2.2 ADDENDUM TO 52.212-4 – OTHER CONTRACT CLAUSES**

### **2.2.1 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 12 months after award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### **2.2.2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) class, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of three (3) classes;

(2) Any order for a combination of items in excess of three (3) classes; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **2.2.3 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the

Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 months after award.

(End of clause)

#### **2.2.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the end of the last option period.

(End of clause)

#### **2.2.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract completion; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

#### **2.3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (DEC 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_ (ii) Alternate I to 52.219-5.
- \_\_\_ (iii) Alternate II to 52.219-5.
- X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- \_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) \_\_\_ Alternate I of 52.219-23.
- \_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- \_\_\_ (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- \_\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- X (18) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (41 U.S.C. 10a - 10d).
- \_\_\_ (19)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- \_\_\_ (ii) Alternate I of 52.225-3.
- \_\_\_ (iii) Alternate II of 52.225-3.
- \_\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- \_\_\_ (24) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).
- X (25) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- \_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- \_\_\_ (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- [Contracting Officer check as appropriate.]
- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
  - (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
  - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

(End of clause)

### **3. ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

#### **3.1 PERIOD OF PERFORMANCE**

The total period of performance shall not exceed 60 months. The periods of performance are defined as follows:

Base Period:	* [Date of Award] through [12 months]
1 <sup>st</sup> Option Period:	* [12 months – dates To Be Determined]
2 <sup>nd</sup> Option Period:	* [12 months – dates To Be Determined]
3 <sup>rd</sup> Option Period:	* [12 months – dates To Be Determined]
4 <sup>th</sup> Option Period:	* [12 months – dates To Be Determined]

[\*ACTUAL DATES TO BE INSERTED UPON AWARD]

[End of Text]

### 3.2 MINIMUM AND MAXIMUM QUANTITIES

- (a) The minimum and maximum quantity limits are expressed in terms of number of classes. No minimum or maximum amounts are established for the lodging portion but are estimated to be approximately 38 people per class.
- (b) The Government shall order at least the quantity of services designated in the schedule as the "minimum quantity". The minimum contract amount for the base period is one (1) class. The minimum contract amount for each option period is one (1) class.
- (c) The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The maximum contract amount for the base period is three (3) classes. The maximum contract amount for each option period is three (3) classes.

[End of Text]

### 3.3 ORDERING PROCEDURES

- (a) The Contracting Officer will issue firm fixed price task orders based on the prices contained in this contract. Except for the base year, the contractor will be given at least 30 calendar days advance notice of all training.
- (b) The Contractor must acknowledge receipt of the order and confirm that it is in agreement with the terms of the order within one (1) business day after the task order is issued.
- (c) Only the Contracting Officer can obligate funds or issue task orders against this contract.

[End of text]

### 3.4 KEY PERSONNEL

(a) The personnel listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent. The list of personnel shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

- (c) The Contractor shall assign to this contract the following key personnel:

[ALL INSTRUCTORS - TO BE INSERTED UPON AWARD]

[End of text]

### 3.5 SUBMITTALS AND SCHEDULE

<u>Description</u>	<u># of Copies</u>	<u>Submit To</u>	<u>Delivery Date</u>
1. Curriculum for Government Approval	1 each	CO, COTR	15 calendar days after award

<u>Description</u>	<u># of Copies</u>	<u>Submit To</u>	<u>Delivery Date</u>
2. Government Comments to Contractor	1	-----	5 calendar days after submission of curriculum
3. Course Evaluations		COTR	14 calendar days following end of class
4. Semi-Annual and Final Subcontracting Reports (SF 294 and SF 295)	1	CO	In accordance with FAR 52.219-9
5. First Class Starts	-----	-----	June 2002
6. Second Class Starts	-----	-----	August 2002

[End of Text]

### **3.6 PLACE OF PERFORMANCE**

The services specified by this contract shall be performed at the following locations: [TO BE INSERTED UPON AWARD].

No changes to the place of performance are authorized without written consent of the Contracting Officer.

[End of Text]

### **3.7 HOTEL AND MOTEL FIRE SAFETY ACT OF 1990**

The contractor must provide a facility that meets the requirements of the Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) and the lodging facility must be listed on the U.S. Fire Administration's Master Hotel-Motel List.

[End of Text]

### **3.8 PRICING ADJUSTMENTS**

The contractor or the Government may request an adjustment to the unit price for the lodging amount at any time in order to be in compliance with the Federal Travel Regulations.

No other price adjustments are authorized under this contract.

[End of Text]

### **3.9 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR**

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this contract.

[End of Text]



### **3.10 ATTACHMENTS**

- A. Statement of Work - 4 pages
- B. Subcontracting Plan (Offeror's plan to be added upon award)

## **4. SOLICITATION PROVISIONS**

### **4.1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2000)**

This clause is incorporated by reference. Full text may be accessed electronically at <http://www.arnet.gov/far/>

### **4.2 ADDENDUM TO 52.212-1**

#### **4.2.1 COMMUNICATIONS REGARDING THIS SOLICITATION**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Debra C. Kaelberer, Contracting Officer  
Phone: 301-504-4243 (collect calls not accepted)  
Fax: 301-504-4276  
E-Mail: [Debra.Kaelberer@fsis.usda.gov](mailto:Debra.Kaelberer@fsis.usda.gov)  
Address: USDA, Food Safety and Inspection Service  
Administrative Services Division  
Maildrop 5230, Location 2-L184A  
5601 Sunnyside Avenue  
Beltsville, MD 20705-5230

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible but no later than close of business on March 8, 2002. Questions the Government may have otherwise answered may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date.

#### **4.2.2 FSIS PROPOSAL INSTRUCTIONS FOR OFFERORS**

##### **A. GENERAL**

- 1) The Offeror agrees to hold this offer firm if accepted within 90 calendar days from the date for receipt of offers specified on the SF 1449.
- 2) Offers shall include the offeror's facsimile number and e-mail address(es).
- 3) Facsimile proposals are not authorized. However, the Relevant Experience and Past Performance Questionnaire which is submitted by the offeror's references will be accepted by fax or mail [see paragraph B, 1), h) below]. The Government shall not assume responsibility for proper transmission.
- 4) Only the required minimum amount of information is requested to provide for proper evaluation. Efforts should be made to keep offers as brief as possible, concentrating on substantive information essential for a proper evaluation. All information submitted shall be current as of the month this Request for Proposal (RFP) was issued and shall be specific and complete.
- 5) Offeror shall submit three (3) copies each of the technical proposal, and the price and other data described below. One (1) copy of the completed Representation and Certification (FAR 52.212-3) should be submitted.

## B. TECHNICAL PROPOSAL

The proposal shall clearly and fully demonstrate the offeror's capability and knowledge in regard to the technical requirements described in the RFP and Attachments. To this end, the technical approach should be specific, detailed, and complete enough to clearly and fully demonstrate that the offeror understands the requirements and how it intends to comply with the statement of work. Stating that the offeror understands and will comply with technical requirements, or paraphrasing those requirements is not adequate. Phrases such as "standard procedures will be employed," or "well-known techniques will be used" are inadequate. Failure to respond may result in the offeror's proposal being removed from further consideration.

1) The following technical information is required to conduct a proper evaluation:

- a) Provide a description of the content of each of the courses listed in the SOW. Discuss content of the training materials; course descriptions; and course prerequisites. Discuss the process for obtaining credit hours and state how many credit hours will be assigned to each course. Discuss how transcripts can be obtained.
- b) Provide an outline of how the course will be structured. State what sequence the courses will be taught.
- c) Provide a description of the proposed training facility. Identify what educational resources are available (i.e. library, computer center, etc.).
- d) Identify the course instructor for each of the courses listed in the SOW. Provide the instructor's curriculum vitae.
- e) Discuss how the program will be managed. Identify any subcontractors and explain their role. Discuss experience in providing similar training arrangements. Discuss subcontractor's experience and qualifications. [Note that if selected for award, a subcontracting plan is required in accordance with FAR Sub Part 19.7. Current Government-wide goals are as follows: small business concerns (23%); veteran-owned small business concerns (3%); veteran-owned service disabled small business concerns (3%); HUB-Zone small business concerns (2.5%); small disadvantaged business concerns (5%); and women-owned small business concerns (5%).]
- f) Discuss ability to meet the desired training schedule with first course beginning on June 1, 2002, and second course beginning on August 1, 2002. State if there are any proposed changes in class size due to either facility limitations or training approach.
- g) Provide a description of the proposed lodging facility. State the lodging location in relation to the training facility. Identify amenities offered. Provide the lodging cancellation policy for students that are unable to attend.
- h) Relevant Experience and Past Performance

1) The offeror shall provide a list of contracts and narrative which describes any relevant experience in the field of technical endeavor that relates to this procurement and/or which the offeror feels especially qualifies its company to perform this effort. Provide a list of at least three references, but no more than five, for the same or similar work including the customer's name, address, telephone number, contract number, contract value (award amount and current/final), and description of the items. Also provide a list of any contracts terminated and the reason for such action.

2) The offeror shall also provide the enclosed Relevant Experience and Past Performance Questionnaire (Attachment C), to each of its references cited above for completion and return to the Government. The questionnaire respondent can be anyone outside the offeror's organization with knowledge of its performance. The Offeror shall instruct each of its references to return the Questionnaire directly to the Government. The questionnaire must be returned by the offeror's reference directly to the Government. The Offeror shall include in its written proposal a list of those to whom the questionnaire was sent including name of individual, phone number, organization, and contract number. The offeror is responsible for ensuring that the questionnaire is completed and returned no later than the closing date of this solicitation to the individual identified below (although a late questionnaire may be accepted and considered by the Government, there is no guarantee that it will be if it is received too late to be included as part of the evaluation).

USDA, Food Safety and Inspection Service  
Attn: Debra C. Kaelberer  
Phone: 301-504-4243 (collect calls not accepted)  
Fax: 301-504-4276  
E-Mail: [Debra.Kaelberer@fsis.usda.gov](mailto:Debra.Kaelberer@fsis.usda.gov)

3) Offerors with no previous experience shall so state. Such offerors will not be penalized for lack of experience.

i) Clearly identify and describe any issues or exceptions to the Statement of Work.

## **C. PRICE AND OTHER DATA**

### **1) Price Proposal**

The offeror shall provide firm fixed unit prices under the provision of an Indefinite Delivery Indefinite Quantity (IDIQ) contract. Offeror shall complete the Pricing Schedule contained herein.

A detailed price proposal with labor hours, labor rates, indirect rates, etc. is not required with proposal submission, however, offeror shall provide sufficient information which explains how it developed its price for both the training and the lodging.

For the option years, offeror shall include escalation, if applicable, in the training price. No further escalation adjustments shall be allowed for the option periods at the time the options are exercised.

The amount proposed for lodging cannot exceed the rates authorized in the Federal Travel Regulations. For current rates by location, go to <http://www.policyworks.gov/org/main/mt/homepage/mtt/perdiem/map2002popup.cfm>. Offeror may propose escalation in lodging for the option years but in no event will the Government pay an amount that exceeds that authorized in the Federal Travel Regulations.

### **2) Summary of Deviations/Exceptions**

The offeror shall explain any exceptions (including deviations and conditional assumptions) to both technical and other requirements taken with respect to this RFP. Any exceptions must contain sufficient amplification and justification to permit evaluation. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as unacceptable.

## **4.2.3 EVALUATION OF PRICE**

To evaluate offers for award purposes, the Government will apply the offeror's proposed firm fixed unit prices/rates to the estimated quantities that follow. For evaluation purposes, the Government estimates ordering two classes per year, with each class lasting 30 calendar days, which will include 75 students per year. The total evaluated price will be the cumulative amount of all line items based on the estimated quantities for all five years. This calculated amount is for evaluation purposes only and shall not be considered a guarantee of performance. The Government is only obligated to the minimums specified in the contract.

## **4.2.4 PRE-AWARD REQUIREMENTS**

Upon preliminary selection for award, the apparent successful offeror must submit a subcontracting plan for approval within three calendar days of notice. This plan shall be prepared in accordance with the requirements of FAR Subpart 19.7, The Small Business Subcontracting Program. The approved plan will be incorporated into the contract as Attachment B.

#### **4.2.5 ATTACHMENT C**

##### **RELEVANT EXPERIENCE AND PAST PERFORMANCE (REPP) QUESTIONNAIRE (6 Pages)**

#### **4.3 FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) technical capability to meet the Government requirement;
- (ii) past performance; and
- (iii) price

All evaluation factors other than cost or price, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### **4.4.1 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2001)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

**TIN** \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*
  - (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
  - (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
    - (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
    - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51—100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101—250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251—500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501—750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
  - (i) *General.* The offeror represents that either—
    - (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration

(PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]
- (d) *Representations required to implement provisions of Executive Order 11246--(1)* Previous contracts and compliance. The offeror represents that—
- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.
- (2) *Affirmative Action Compliance.* The offeror represents that—
- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) *Buy American Act—Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Balance of Payments Program—Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—Balance of Payments Program—Supplies” and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (2) Foreign End Products:
- | Line Item No | Country of Origin |
|--------------|-------------------|
| _____        | _____             |
| _____        | _____             |
| _____        | _____             |
- [List as necessary]
- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program*, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program” and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—North American Free Trade Agreements—Israeli Trade Act—Balance of Payments Program Certificate, Alternate I (Feb 2000)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:

Canadian End Products:

Line Item No.

_____
_____
_____

(List as necessary)

- (3) *Buy American Act—North American Free Trade Agreements—Israeli Trade Act—Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:



Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that—

- (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ☐ has ☐ has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

- (A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
- (B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer. **[This language stayed indefinitely. Please use paragraph (i) below.]**

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

- (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

*Alternate III (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:*

\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(End of Clause)

**4.4.2 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, / / intends, / / does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of provision)